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Attorneys for Plaintiffs  
ONI and RYAN PARSONS

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
SEATTLE DIVISION

ONI PARSONS, and RYAN  
PARSONS,

Plaintiffs,

vs.

HOW ADJUSTMENT SERVICE,  
INC., and GLOBAL CREDIT UNION,

Defendants.

Case No: 2:19-CV-1762

**COMPLAINT FOR:**

**(1) VIOLATIONS OF THE FAIR  
DEBT COLLECTION PRACTICES  
ACT**

**(2) VIOLATIONS OF THE  
WASHINGTON CONSUMER  
PROTECTION ACT**

**(3) VIOLATIONS OF THE  
UNIFORM COMMERCIAL CODE**

1 Plaintiffs Oni Parsons and Ryan Parsons hereby complain against defendants  
2 How Adjustment Service, Inc. (“How Adjustment”), and Global Credit Union  
3 (“GCU”), and and allege as follows:

4 **OPERATIVE FACTS**

5 1. On or about February 14, 2019, plaintiff Oni Parsons purchased a used  
6 Nissan Quest from Maxx Autos Plus in Puyallup, Washington, which she intended  
7 to use primarily for personal, family, or household purposes. Plaintiff and the  
8 dealership entered into a written agreement entitled “Retail Installment Sale  
9 Contract Simple Finance Charge,” which granted the dealership a security interest  
10 in the vehicle, and provided for installment payments on the amount financed. The  
11 dealership then assigned this contract, including the security interest, to defendant  
12 GCU.

13 2. GCU alleged that plaintiff Oni Parsons defaulted on her payments, and  
14 hired defendant How Adjustment to repossess the vehicle.

15 3. On or about September 11, 2019, a tow truck driver employed by How  
16 Adjustment arrived unannounced at plaintiffs’ home. Plaintiff Ryan Parsons  
17 immediately objected to the repossession and told the tow truck driver not to  
18 repossess the vehicle. The tow truck driver refused, and said he was taking the car  
19 anyway. Mr. Parsons told the tow truck driver he was trespassing and to leave  
20 immediately. The tow truck driver still refused to leave, and then backed up into  
21 plaintiffs’ retaining wall, damaging it.

22 4. Mr. Parsons called the police. The police arrived at the scene, and the  
23 vehicle was eventually taken into How Adjustment’s possession.

24 5. Due to the foregoing conduct, defendants breached the peace during  
25 the repossession of the vehicle, in violation of the Uniform Commercial Code,  
26 RCW § 62A.9A-609(b)(2).

27 **JURISDICTION AND VENUE**

28 6. The court has original jurisdiction over this matter pursuant to 15

1 U.S.C. § 1692k(d) and 28 U.S.C. § 1331. Declaratory relief is available pursuant to  
2 28 U.S.C. §§ 2201 and 2202. The court has supplemental jurisdiction over the state  
3 law claims pursuant to 28 U.S.C. § 1367.

4 7. Venue is proper in the Western District of Washington because a  
5 substantial part of the events or omissions giving rise to the claim occurred in this  
6 district, and defendant How Adjustment is headquartered in this district.

7 **PARTIES**

8 8. Plaintiff Oni Parsons is a natural person over the age of 18 years and is  
9 a resident of Puyallup, Washington.

10 9. Plaintiff Ryan Parsons is a natural person over the age of 18 years and  
11 is a resident of Puyallup, Washington.

12 10. Defendant Global Credit Union is a Washington credit union with its  
13 headquarters in Spokane, Washington.

14 11. Defendant How Adjustment Service, Inc. is a Washington corporation  
15 with its headquarters in Bellevue, Washington.

16 **FIRST CAUSE OF ACTION**

17 **(By All Plaintiffs Against Defendant How Adjustment for Violations of the  
Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq.).**

18 12. Plaintiffs realleges and incorporate herein by reference the allegations  
19 of all paragraphs above.

20 13. Plaintiff Oni Parsons is a “consumer” who allegedly owed a “debt,”  
21 and defendant is a “debt collector,” as those terms are defined at 15 U.S.C. § 1692a.  
22 Defendant uses instrumentalities of interstate commerce or the mails in a business  
23 the principal purpose of which is the enforcement of security interests.

24 14. Defendant violated 15 U.S.C. § 1692f(6) by taking nonjudicial action  
25 to effect dispossession or disablement of property when (1) there was no present  
26 right to possession of the property claimed as collateral through an enforceable  
27 security interest; and/or (2) the property was exempt by law from such  
28 dispossession or disablement.



**THIRD CAUSE OF ACTION**

**(By Plaintiff Oni Parsons Against Defendant GCU for Violations of the Uniform Commercial Code)**

24. Plaintiffs reallege and incorporate herein by reference the allegations of all paragraphs above.

25. Defendant GCU violated RCW § 62A.9A-609 by breaching the peace during the repossession.

26. Plaintiff is entitled to recover her actual damages caused by GCU's failure to comply with the Uniform Commercial Code, pursuant to RCW 62A.9A-625(b) and (c)(1).

27. Plaintiff is entitled to recover the credit service charge plus ten percent of the principal amount of the obligation, pursuant to RCW 62A.9A-625(c)(2).

WHEREFORE, plaintiff prays for relief as set forth below.

**PRAYER FOR RELIEF**

WHEREFORE, plaintiffs pray for the following relief:

1. For actual damages;
2. For statutory damages;
3. For treble damages;
4. For a declaration that defendant GCU did not comply with Article 9 of the UCC in connection with the repossession;
5. For pre-judgment interest to the extent permitted by law;
6. For an award of attorneys' fees, costs and expenses incurred in the investigation, filing and prosecution of this action; and
7. For such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury under the United States and Washington constitutions.

Dated: October 30, 2019

Respectfully Submitted,  
TRUEBLOOD LAW FIRM

By: */s Alexander B. Trueblood*  
Alexander B. Trueblood

Attorneys for Plaintiffs  
ONI and RYAN PARSONS